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Attorney for Defendant,  
WALGREEN CO.

**UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF NEVADA**

|                              |   |                                |
|------------------------------|---|--------------------------------|
| DENISHIA ROUNTREE, an        | ) |                                |
| individual;                  | ) |                                |
|                              | ) |                                |
| Plaintiff,                   | ) | Case No: 2:23-cv-00272-JCM-VCF |
|                              | ) |                                |
| vs.                          | ) |                                |
|                              | ) |                                |
| WALGREEN CO., doing business | ) | <b><u>CONFIDENTIALITY</u></b>  |
| as WALGREENS; DOES 1 through | ) | <b><u>STIPULATION AND</u></b>  |
| 10; and ROE CORPORATIONS 11  | ) | <b><u>PROTECTIVE ORDER</u></b> |
| through 20, inclusive,       | ) |                                |
|                              | ) |                                |
| Defendants.                  | ) |                                |
|                              | ) |                                |

**CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER**

Certain parties believe that discovery will encompass documents and information that would not ordinarily be disclosed to the public and that disclosure or misuse of such materials would cause competitive harm, divulge trade secrets, raise privacy concerns, and violate confidentiality provisions set forth in contracts binding on the parties. Accordingly, the parties have agreed to the entry of this Confidentiality Stipulation and Protective Order ("Agreed Order") to expedite the flow of discovery materials, preserve the integrity of information that one or more parties believe is confidential,

1 promote the prompt resolution of discovery disputes over  
2 confidentiality, facilitate the preservation of materials that  
3 may contain confidential information and trade secrets, and  
4 prevent breach of the confidential provisions set forth in  
contracts.

5 Accordingly, in the interests of justice and to expedite  
6 discovery, the parties hereby **STIPULATE AND AGREE** that:

7 1. Confidential Information:

8 For purposes of this Agreed Order, "Confidential  
9 Information" shall mean documents or other materials that one or  
10 more parties believe to include proprietary information relating  
11 to their business, disclosure of which might be harmful,  
12 including but not limited to, information that has not been made  
13 available to the public at large, confidential research,  
14 development, commercial information, contracts, collective  
15 bargaining agreement, and trade secrets, including but not  
16 limited to rules and regulations, policies and procedures,  
processes, operations, training materials, safety materials.

17 Notwithstanding the foregoing, the term "Confidential  
18 Information" does not include information which (a) is in or  
19 becomes a part of the public domain without violation of this  
20 Agreed Order by any party to this litigation or their counsel;  
21 (b) was known to a party to this litigation on a non-  
22 confidential basis prior to its disclosure to such party or  
23 their counsel in this litigation; or (c) is not otherwise  
24 subject to a restriction on disclosure and is rightfully  
obtained by any party or their counsel from a source other than  
a party in this litigation.

1 Defendants may designate documents, information or  
2 testimony as Confidential Information under this Order as  
3 follows:

4 a. The designation shall be made by clearly stamping  
5 or marking any document, including any interrogatory answer or  
6 transcript, with the word "CONFIDENTIAL."

7 b. Transcripts (or portions thereof) may be  
8 designated "CONFIDENTIAL" by instructing the reporter to stamp  
9 or mark the transcript (or portions thereof) within ten (10)  
10 days after it is received, and shall be treated as Confidential  
11 until the ten (10) day designation period has passed.

12 c. In the case of electronically-stored information,  
13 a party producing Confidential Information in an electronically-  
14 stored format shall stamp the physical medium by which the  
15 information is transmitted (e.g. computer tape, computer disk,  
16 CD Rom, etc.) as "CONFIDENTIAL." If the party to whom such  
17 electronically-stored information is produced shall create any  
18 readable report or output from such confidential data, that  
19 party shall prominently label each page of such output report as  
20 "CONFIDENTIAL."

21 d. A party, provider of documents or non-party  
22 witness may denominate any response to any written discovery  
23 request brief, motion or other material filed with the court,  
24 and any appendix, exhibit or document pertaining to such  
material as Confidential Information by stamping the cover or  
first page, "CONFIDENTIAL."

e. Documents produced or to be produced by a third-  
party, including but not limited to personal financial bank

1 records, tax records or other private documents or information,  
2 may be designated as confidential prior to their release through  
3 subpoena via a written notice to all parties.

4       2. Limited Disclosure and Use of Confidential  
5 Information: A person who receives Confidential Information has  
6 a duty to preserve confidentiality, shall not make any further  
7 disclosure of it except as authorized below or by further order,  
8 and shall use it only for purposes of this case or any  
9 arbitration or mediation related to this case. A receiving  
10 person may make disclosure to the following persons:

11       a. Attorneys of record for the parties of this  
12 litigation;

13       b. Designated business persons of any corporate  
14 party ("Corporate Designees"), but only to the extent necessary  
15 for the conduct of this action; provided, however, that no  
16 Confidential Information shall be revealed to such persons until  
17 the conditions detailed in Paragraph 4 have been met;

18       c. Deposition reporters;

19       d. Independent experts, investigators, and other  
20 consultants retained by counsel; provided, however, that no  
21 Confidential Information shall be revealed to such persons until  
22 the conditions detailed in Paragraph 4 have been met; provided  
23 further, however, that the retained person is not employed  
24 during the pendency of the litigation, and has not been employed  
during the past two (2) years, by a person or entity that  
competes with the producing party;

      e. Associates, secretaries, paralegals, clerical,  
and other employees of the individuals identified in

1 subparagraphs (a), (b) and (d) above, to the extent reasonably  
2 necessary to render professional services in the litigation;

3 f. A deponent during the course of his or her  
4 deposition;

5 g. Any person who is referenced in Confidential  
6 Information; provided, however, that no Confidential Information  
7 shall be revealed to such persons until the conditions detailed  
8 in Paragraph 4 have been met;

9 h. Witnesses or prospective witnesses in the course  
10 of investigation or in preparation for deposition, or at  
11 deposition; provided, however, that no Confidential Information  
12 shall be revealed to such persons until the conditions detailed  
13 in Paragraph 4 have been met; and

14 i. The Court, any arbitrator, mediator or  
15 adjudicator and their personnel.

16 3. Submission to Court. No Confidential Information,  
17 whether embodied in physical objects, documents, electronically-  
18 stored data, tangible items, or the transcription of statements  
19 of persons, shall be filed with the Court, unless the producing  
20 party consents in writing to such filing, or unless filed in a  
21 sealed envelope on which shall be endorsed the caption of the  
22 action and a statement substantially in the following form:

23 **CONFIDENTIAL**

24 **This envelope contains documents or information  
in this case that is subject to a Confidentiality  
Order entered by the Court. This envelope shall  
not be opened nor the contents thereof displayed  
or revealed except by Order of Court. Violation  
thereof may be regarded as contempt of Court.**

. . .

1 A party discharges its obligations under this paragraph by  
2 filing a pleading, motion, brief or other papers in two parts  
3 and placing the part which contains Confidential Information  
4 under seal. Any courtesy copy delivered to the Court shall be  
5 marked: "Courtesy Copy - Original Under Seal."

6 4. Prior to the disclosure of any Confidential  
7 Information to any person described in paragraph 2 (b), (d),  
8 (f), (g) or (h), counsel for the party disclosing such  
9 Confidential Information shall provide such person with a copy  
10 of this Order, shall advise them that the disclosure of  
11 Confidential Information is subject to its terms, and shall  
12 obtain and retain a signed Declaration of Compliance, in the  
13 form annexed hereto as Exhibit" A," from each such person.  
14 Counsel for each party shall retain the original of any  
15 Declaration of Compliance received from persons to whom  
16 Confidential Information is provided, in accordance with this  
17 Order.

18 5. If any party believes that a designation as  
19 Confidential as to any document, material or information by any  
20 other party or by any witness is unwarranted, it may so inform  
21 the designating party or witness in writing. Upon receipt by  
22 the designating party of such written objection, the parties  
23 shall negotiate in good faith to resolve their differences. If,  
24 within ten (10) days after such written objection to a  
designation the parties have failed to reach agreement, the  
party objecting to the designation may apply to the Court for a  
ruling that the designation as to any document, material or  
information shall not be treated as designated, giving notice to

1 the party or non-party producing the documents. No disclosure  
2 of any documents, material or information designated as  
3 Confidential Information shall be made, except in accordance  
4 herewith, by the recipient prior to decision by the Court on any  
5 such motion. In any proceeding challenging the propriety of the  
6 designation of any document, information or materials as  
7 Confidential Information, the party, provider of documents or  
8 witness who has designated the document, material or information  
9 as Confidential Information shall bear the burden of  
10 establishing the propriety of that designation. Until the Court  
11 enters an Order changing the designation for any document,  
12 material or information, it shall be given "Confidential"  
13 treatment in accordance with this Order.

14 6. Unless otherwise ordered or agreed, neither the  
15 termination of this lawsuit nor the termination of employment of  
16 any person who has had access to any Confidential Information  
17 shall relieve such person from the terms of this Order.

18 7. This Order shall not be deemed a waiver of:

19 a. Any party's right to object to any discovery  
20 requests on any ground or to seek a protective order with  
21 respect to any such discovery request;

22 b. Any party's right to seek an order compelling  
23 discovery with respect to any discovery request;

24 c. Any party's right to object to the admission of  
any evidence on any ground;

d. Any party's right to seek a modification of this  
Order upon reasonable notice to all other parties; or

. . . .

1 e. Any party's right to challenge the propriety of the  
2 designation of any material as Confidential Information at any  
3 time. Failure of any party to promptly challenge the propriety  
4 of such a designation shall not preclude that party's subsequent  
5 objection to such designation, a motion by that party to seek a  
6 determination as to the propriety of such designation or a  
7 motion by that party to otherwise modify the provisions of this  
8 Order. The designation by a party that material is Confidential  
9 shall not constitute an admission by any other party that the  
10 material is confidential.

11 8. All Confidential Information shall be returned as  
12 follows:

13 a. Within thirty (30) days after the final  
14 determination of this Action, or sooner if agreed to in writing  
15 by the parties, all Confidential Information, including  
16 originals, and subject to subparagraph (c) hereof, copies,  
17 abstracts or summaries thereof, shall be returned to the  
18 attorney for the party producing and providing the material or  
19 destroyed by the party receiving such material, and no copies  
20 thereof shall be retained by any other person; provided,  
21 however, that counsel of record for the parties may keep, in  
22 strictest confidence, one copy of any part of the Confidential  
23 Information produced by others that has become part of the  
24 official record of this litigation. Such copy shall remain  
subject to the terms of this Order;

b. If Confidential Information is furnished to a  
testifying or consulting expert, investigator, other consultant,  
or witness, the attorney for the party using such expert,



1 investigator, other consultant, or witness shall have the  
2 responsibility of ensuring that all such material, including  
3 copies, abstracts and summaries thereof, is returned to the  
4 party producing the same or destroyed; and

5 c. Counsel of record for each party may retain  
6 abstracts or summaries of materials, which contain counsel's  
7 mental impressions or opinions. Such abstracts or summaries,  
8 which contain or refer to Confidential Information shall,  
9 however, remain subject to the terms of this Order.

10 9. Any party in receipt of a subpoena, official agency  
11 request for information or other legal process seeking documents  
12 or other information designated Confidential by another party or  
13 entity hereunder, shall first notify the other party or entity  
14 which designated the information, in writing, of its intention  
15 to comply with that subpoena, agency request or legal process  
16 and shall give the designating party or entity sufficient notice  
17 to enable that party or entity to seek a protective order or  
18 otherwise take action to prevent disclosure. A party intending  
19 disclosure pursuant to a subpoena, agency request for  
20 information or other legal process shall not disclose the  
21 information sought until the objecting party, or entity has  
22 unsuccessfully exhausted all available legal or administrative  
23 procedures for resisting such disclosure, unless ordered by a  
24 court to do so; provided, however, that if the objecting party  
or entity does not act to protect its interests in accordance  
with applicable procedural rules, including rules governing the  
time within action must be taken, the other party shall be  
entitled to disclose.

1           10. The parties will cooperate to establish a procedure  
2 for the use of information that has been designated Confidential  
3 at trial or during any court hearing. At a minimum, that  
4 procedure should mandate that the courtroom is sealed, or that  
5 all information which has been designated Confidential is  
6 submitted under seal, and that only the persons set forth in  
7 paragraph 2 can be present in the courtroom when any information  
8 that has been designated Confidential, is referenced.

9           11. If any party misuses or improperly discloses  
10 Confidential Information in violation of this Order, any other  
11 party may move the Court for enforcement of this Order and/or  
12 sanctions that the Court deems appropriate under the  
13 circumstances. Any party who claims that a violation of this  
14 Order has occurred shall have the burden of proof on that issue.

15           12. Each party will endeavor to make reasonable efforts to  
16 ensure that materials and documents that should bear the  
17 Confidential legend are so labeled in fact. A failure to so  
18 designate any document or material shall not be deemed a waiver  
19 of the confidentiality protection. In the event a party  
20 belatedly determines that any document or material should be  
21 designated as Confidential under this Stipulation and Order,  
22 such party will so notify the other party and the other party  
23 shall agree to accept that notification and arrange to comply  
24 with the remaining provision of this Stipulation and Order to  
such late designated documents and materials.

          13. Any party, persons, and entities obtaining access to  
Confidential Information under this Confidentiality Stipulation  
and Protective Order, shall use the information only for

1 preparation and trial of the above-captioned litigation  
 2 (including appeals and retrials thereof), and shall absolutely  
 3 not use such information for any other purpose whatsoever,  
 4 including business, governmental, commercial, or administrative  
 or judicial proceedings.

5 14. Each party agrees to be bound by the terms of this  
 6 Confidentiality Stipulation and Order as of the date it is  
 7 executed, prior to the entry of the Order by the Court. This  
 8 Confidentiality Stipulation and Order may be executed in any  
 9 number of counterparts, each of which shall be deemed an  
 10 original, but all of which taken together shall constitute one  
 instrument.

11 15. If a party wishes to file any Confidential Material  
 12 under seal, the party must comply with the requirements of Local  
 13 Rule IA 10-5 and the Ninth Circuit Court of Appeals' decision in  
 14 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir.  
 15 2006). If a non-designating party is subpoenaed or ordered to  
 16 produce Confidential Information by another court or  
 17 administrative agency, such party shall promptly notify the  
 18 designating party of the pending subpoena or order and shall not  
 19 produce any Confidential Information until the designating party

20 . . .

21 . . .

22 . . .

23 . . .

24 . . .

has had a reasonable time to object or otherwise take appropriate steps to protect such Confidential Material.

IT IS SO STIPULATED.

Dated: March 6, 2023

**BERNSTEIN & POISSON**

/s/ Daniel J. Tafoya, Jr.

**SCOTT L. POISSON, ESQ.**

Nevada Bar No. 10188

**DANIEL J. TAFOYA, JR., ESQ.**

Nevada Bar No. 15656

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Las Vegas, Nevada 89107

Attorneys for Plaintiff

*DENISHIA ROUNTREE*

Dated: March 6, 2023

**RANALLI ZANIEL FOWLER & MORAN, LLC**

/s/ George M. Ranalli

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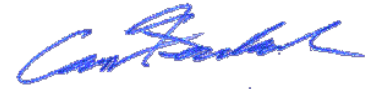
*Attorney for Defendant*

*WALGREEN CO.*

**ORDER**

It having been stipulated by and between the parties that this Stipulation for Protective Order is agreed to by the parties.

IT IS SO ORDERED.



Cam Ferenbach  
United States Magistrate Judge

DATED 3-9-2023

Respectfully submitted by:

**RANALLI ZANIEL FOWLER & MORAN, LLC**

/s/ George M. Ranalli

**GEORGE M. RANALLI, ESQ.**

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 4 Attorney for Defendant,  
 WALGREEN CO.

5  
 6 **UNITED STATES DISTRICT COURT**  
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 8 **FOR THE DISTRICT OF NEVADA**

9 DENISHIA ROUNTREE, an )  
 8 individual; )  
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 9 Plaintiff, ) Case No: 2:23-cv-00272-JCM-VCF  
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 10 vs. )  
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 11 WALGREEN CO., doing business ) **CONFIDENTIALITY**  
 12 as WALGREENS; DOES 1 through ) **STIPULATION AND**  
 13 10; and ROE CORPORATIONS 11 ) **PROTECTIVE ORDER**  
 14 through 20, inclusive, )  
 )  
 Defendants. )  
 )

15  
 16 **CERTIFICATE OF COMPLIANCE**

17 I, \_\_\_\_\_, as recipient of  
 18 "Confidential" information as a result of my involvement in the  
 19 matter of ROUNTREE vs. WALGREEN CO. d/b/a WALGREENS, have  
 20 received the **CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER**  
 21 and have reviewed it in its entirety and agree to comply with  
 22 the provisions thereof. After the conclusion of this matter, I  
 23 will comply with paragraph 8 by returning or immediately  
 24 . . .  
 . . .

1 destroying any such documents, information, copies, prints,  
2 summaries, and other reproductions of such information,  
3 identified as "Confidential".

4 DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

5 By

6 \_\_\_\_\_  
Print Name, Position, Business

7 \_\_\_\_\_  
8 Signature

9  
10 SUBSCRIBED AND SWORN to before

11 me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

12 \_\_\_\_\_  
13 NOTARY PUBLIC in and for said  
14 County and State

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